



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

IBIS (No 3) Pty Ltd T/A Wynyard Care Centre
(AG2012/7836)

**HACSU/ANF WYNARD CARE CENTRE (SYNOVUM CARE GROUP)
NURSING & GENERAL STAFF AGREEMENT 2012**

Aged care industry

COMMISSIONER DEEGAN

CANBERRA, 12 SEPTEMBER 2012

*Application for approval of the HACSU/ANF Wynyard Care Centre (Synovum Care Group)
Nursing & General Staff Agreement 2012.*

[1] An application has been made for approval of an enterprise agreement known as the HACSU/ANF Wynyard Care Centre (Synovum Care Group) Nursing & General Staff Agreement 2012. The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by IBIS (No 3) Pty Ltd T/A Wynyard Care Centre. The agreement is a single enterprise agreement.

[2] I have accepted an undertaking from the employer pursuant to s.190 of the Act regarding public holiday pay for full time employees. A copy of the undertaking is attached to this decision at Annexure A.

[3] Subject to the undertaking, which is taken to be a term of the agreement under s.201(3) of the Act, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act, as are relevant to this application for approval, have been met.

[4] The Australian Nursing Federation and the Health Services Union of Australia, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers the organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 September 2012. The nominal expiry date of the Agreement is 31 July 2014.



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<Price code J, AE896866 PR529105>

ANNEXURE A

Undertaking

Matter No: AG2012/7836

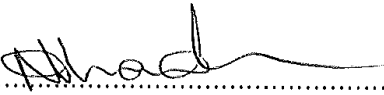
**Re: HACSU/ANF, WYNYARD CARE CENTRE (Synovum Care Group) NURSING AND
GENERAL STAFF AGREEMENT 2012**

On behalf of the Applicant: IBIS (No.3) Pty Ltd t/as Wynyard Care Centre I undertake as follows:

1. That the heading and words at s. 44(a) 'Full-time day workers' be deleted and replaced with 'Full-time employees'.

This undertaking reflects the agreed bargained position between the parties to the Agreement and is not financially detrimental to any employee.

Signed



.....

Natasha Chadwick

Managing Director

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.



**HACSU
ANF**

**WYNYARD CARE CENTRE
(Synovum Care Group)**

NURSING & GENERAL STAFF

AGREEMENT

2012

1. TITLE

This Agreement shall be referred to as the HACSU/ANF Wynyard Care Centre (Synovum Care Group) Nursing & General Staff Agreement 2012.

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3. SCOPE OF AGREEMENT

This agreement contains all the terms and conditions of employment for employees covered by the agreement and shall apply to all staff employed by Wynyard Care Centre.

4. AGREEMENT PARTIES

The parties to this agreement are as follows:

- (a) IBIS (No 3) Pty Ltd ('the employer'),
- (b) The Health Services Union, Tasmania No.1 Branch;
- (c) The Australian Nursing Federation (ANF)
- (d) Employees who are employed by the employer and are engaged in work in classifications contained within this Agreement.

5. DATE AND PERIOD OF OPERATION

This Agreement will be operational on the seventh day after the date specified on the notice from Fair Work Australia.

The Agreement shall remain in force until 31 July 2014, unless otherwise terminated or varied beforehand by the mutual agreement of the parties or operation of law. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the Fair Work Act 2009.

6. DEFINITIONS

Unless otherwise indicated, the following words and terms used in this Agreement have the meaning indicated:

“AHPRA” means the Australian Health Practitioners Regulation Agency (AHPRA)

“Award” means the relevant award for the classification of staff employed under this agreement. Aged Care Award 2010 for Non-Nursing Staff and the Nurses Award 2010 for Nursing Staff.

“Afternoon shift” means a shift terminating between 6.00p.m. and midnight.

“Casual employee” means a person who either:

Relieves a full-time or part-time employee; or

Is engaged temporarily for specific duties for a period not exceeding six weeks.

“Clinical unit” means an area of nursing practice, as agreed between the parties, and without limiting the foregoing shall include a ward, area or place of nursing practice with a patient/client/resident population.

“Day shift” means a shift worked between the hours of 6.00 a.m. and 7.00 p.m. but does not include an employee working on Saturday or Sunday.

“Day worker” means an employee whose weekly ordinary hours of work are performed between the period 7.00 a.m. and 7.00 p.m. on the days Monday to Friday inclusive.

“Clinical employee” means an Enrolled Nurse or Registered Nurse

“Employee” means an employee employed by the employer and covered by the scope of this Agreement

“Employer” means IBIS (No 3) Pty Ltd t/as Wynyard Care Centre

“Executive staff” means Director of Nursing, Director of Care, Executive Services Manager or Facility Manager

“Immediate family” of an employee means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

“Member of employees household” in respect of an employee means any person or persons who usually reside with the employee.

“NAPSA” means a Notional Agreement preserving a State Award and has the meaning in the Act

“NES” means National Employment Standards

“Night shift” means a shift that is not day work or a day or afternoon shift.

“Ordinary hourly rate” means the Wage Rates as per Schedule A divided by 1976.

“Roster” means a work pattern designed for a specific work area setting out the names of employees required to work in accordance with a roster, and the days, dates, times and hours when each rostered employee is required to perform work.

“Rostered employee” means an employee required to work in accordance with a roster.

“Shift worker” means an employee other than a day worker who is required to work shifts in accordance with a roster.

“the Act” means the *Fair Work Act 2009* (Cth)

“Year of service” shall mean 1976 hours of actual service in an approved establishment, including all paid leave.

7. RELATIONSHIP TO THE NES

Entitlements in accordance with the NES are provided for under the Act. The NES provides a set of minimum standards which cannot be displaced. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and

the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

8. SAVINGS CLAUSE

Unless otherwise varied by this Agreement, any conditions of employment and entitlements which existed for employees covered by this Agreement as at 30 June 2009 will continue to apply notwithstanding the application of any Modern Award established by Fair Work Australia.

9. SUPERSESION AND SEVERANCE PROVISIONS

- (a) All existing awards, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a modern award, a preserved state agreement and a notional agreement preserving a state award (NAPSA), which but for this Agreement coming into force would have applied to employees classified in accordance with this Agreement are replaced entirely by this Agreement.
- (b) It is the intention of those covered by the agreement that the agreement contains only permitted matters under the Act. It is also the intention of those covered by the agreement that the agreement contains no matters that are unlawful.
- (c) Any term of this agreement that is, in whole, or in part, not a permitted matter is, to the extent it is not a permitted matter, severed from this agreement and of no legal effect.
- (d) Any term of this agreement that is, in whole, or in part, an unlawful term is, to the extent it is an unlawful term, severed from this agreement and of no legal effect.
- (e) To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted matters.

10. DISPUTE RESOLUTION PROCEDURE

- (a) If a dispute arises about this agreement, the National Employment Standard (NES) (including subsections 65(5) or 76(4) of the Act), or any other work-related matter (including a dispute about whether workplace rights have been breached), the parties to the dispute will attempt to resolve the dispute at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.

- (b) If the matter cannot be resolved, a party may refer the dispute to Fair Work Australia for resolution using any of its powers (including powers under section 739(4) of the Act).
- (c) Union members are entitled to be represented by their union. Non-members are entitled to be represented by the Union (if it agrees) or by any other person they choose. The employer shall recognise the representative for all purposes involved with the resolution of the dispute.
- (d) The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- (e) While the dispute is being resolved, the parties will respect the status quo. However, the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.
- (f) The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

11. ACCELERATED ADVANCEMENT

A Registered Nurse who holds a university qualification which results in their initial registration with the appropriate nurses registration body is to commence as a Registered Nurse level 1 Y2.

12. ADDITIONAL AVAILABLE HOURS

Wynyard Care Centre understands that Part Time employees may want to work additional hours from time to time. Wynyard Care Centre will give all staff including both Part Time and Casual employee's fair and reasonable access to additional hours.

13. ANNUAL LEAVE

- (a) Period of Leave
 - (i) Full-Time Employees

A full-time employee will be allowed the following annual leave after 12 months continuous service (less the period of annual leave):

Administrative Employees -	150 hours,
All other employees -	152 hours.

this leave is to be available annually in a period of 28 consecutive days.

(ii) Part-Time Employees

Part-time employees (excluding employees who attract a part-time loading in lieu of annual leave) will be entitled to annual leave based on the number of ordinary hours worked in the leave year.

The leave entitlement will be calculated on a pro-rata basis as follows:

$$\frac{\text{Part-time hours worked p.a.}}{\text{Full-time hours p.a.}} \times \frac{\text{Full-time leave entitlement}}{\text{(including any period of annual leave)}}$$

(b) Additional Leave

(i) Shift-workers

A Full-time or Part-time shift-worker will, in addition to the annual leave in subclause (a) above, be allowed an additional 38 hours leave, to be taken in a period of seven consecutive days including non-working days.

All leave accrued under this clause will be added to the employees annual leave with entitlement to the applicable annual leave loading of 17.5%.

PROVIDED that to receive this additional leave the employee must be rostered to work on not less than 20 Saturday or Sunday shifts during any one leave year.

Where an employee with 12 months continuous service works for part of the 12 month period on a roster, they will be entitled to have the period of annual leave in subclause (a) above increased by 7.6 hours for each two months they continuously work on a roster.

(ii) Executive Employees

The annual leave entitlement for executive employees will be increased by 38 hours where those employees are required in the normal course of their duties to attend meetings, committees or sub-committees outside their normal working hours.

(c) Public Holidays

- (i) For employees who do not work on a roster, the period of annual leave excludes any Public Holidays to which the employee is entitled. If a Public Holiday falls within an employee's period of annual leave and is on a day that the employee would have been at work, the employee will have added to their annual leave a leave amount equivalent to the ordinary time which the employee would have worked if the day had not been a holiday.

- (ii) For a full-time employee required to work in accordance with a roster, that employee will receive in addition to their period of annual leave, annual leave equivalent to one day for each Public Holiday to which they are entitled, whether or not the holiday is observed on a day which, for that employee, would have been a rostered day off.

A part-time employee (excluding an employee who attracts the part-time loading in lieu of annual leave), who works on a roster, will receive an additional day of annual leave for each Public Holiday that occurred on a day they were rostered to work.

However, this sub-clause will not apply if the holiday falls on a Saturday or Sunday or where by agreement between the employer and employee, an employee has been paid the appropriate rate of pay for a Public Holiday.

- (d) Broken Leave

Unless otherwise agreed, the entitlement to Annual Leave will be taken in not more than two separate periods.

- (e) Time of Taking Leave

Unless otherwise agreed, the taking of Annual leave will be at a time determined by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.

- (f) Cashing out of Annual Leave

If an employee has an amount of accrued Annual Leave that exceeds 152 hours per year a one off arrangement (by mutual agreement) can be made for cashing out of that excess leave. This one off arrangement is to only occur in the first 12 months of operation of this Agreement. The employee cannot cash out any leave if they have less than 152 hours accrued.

The employer is prohibited from exerting undue influence or undue pressure on the employee to cash out the employee's leave.

The employer is to ensure that the employee must be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone including loadings.

- (g) Payment for Period of Leave

- (i) An employee, before going on annual leave or additional leave provided for in subclause (b) above will be paid the amount of ordinary time wages they would have received had they not been on leave.

(ii) In addition to the entitlement provided for in paragraph (i) above, an employee will be paid the relevant rate of pay plus a loading of 15 per cent for any holiday leave provided for in paragraphs (ii) of subclause (c) above.

(iii) Payment will be made not later than 12 noon on the last day of work prior to going on leave.

(h) Proportionate Leave on Ending Service

After one month of continuous service in any qualifying 12 monthly period, if an employee lawfully leaves the employment or the employment is terminated by the employer through no fault of the employee, the employee will be paid at their ordinary rate of wage as follows:

(i) Full-Time Employees

12.67 hours for each completed month of continuous service.

(ii) Rostered Employees

15.83 hours for each completed month of continuous service in addition to entitlements provided for in subclause (b) above.

(iii) Part-Time Employees

Rostered employees - 9.6 per cent of the normal hours worked in each completed month of continuous service in addition to entitlements provided for in subclause (b) above.

(i) Annual Leave Allowance

During a period of annual leave (excluding leave provided for in subclause (c)) an employee will be paid an allowance, additional to their wages, calculated on the relevant wages for their classification as follows:

(i) For an employee not working on a roster, 17.5 per cent of their classification rate immediately prior to going on annual leave plus, where applicable, any all purpose payment payable to the employee concerned; or

(ii) For an employee working on a roster, the wages equivalent to that which they would have received in accordance with their projected roster.

(iii) However, if an allowance of 17.5 per cent in addition to the relevant rate of pay is greater than the projected roster, then the employee will

be entitled to the provisions of paragraph (i) above and not the projected roster.

- (iv) This sub-clause does not apply to proportionate annual leave accrued by an employee in the leave year of the year of termination of service where the employee voluntarily resigns or whose services are terminated for disciplinary or other good reason.

(j) Calculation of Continuous Service

For the purpose of this clause, service is continuous even where an employee is absent from work as a result of personal sickness or accident up to and including 91 days.

Any absence on account of personal sickness or accident in excess of 91 days in any 12 monthly period does not count towards calculation of continuous service.

(k) Employer Instigated Cancellation of Leave

- (i) If, as a consequence of an employer instigated cancellation of approved annual leave (whether agreed or otherwise by the employee, and irrespective of when the cancellation notification is given) an employee incurs a monetary loss directly associated with pre-established annual leave holiday arrangements, and the loss is deemed to be unrecoverable, that employee is entitled to recover the costs from the employer.

Any claims must be verified by the production of receipts or other form of documentation indicating the prior expenditure incurred associated with pre-holiday arrangements. This information is to be accompanied by written notification, from the person or organisation to which the payment was made, stating the amount which is not recoverable.

The employer will only be liable to pay that portion of the payment which is unrecoverable and which is not subject to an insurance claim or payment.

- (ii) An employee who, during a period of annual leave, responds to an employer instigated request to return to work during a period of annual leave is entitled to redeem from the employer any travel and other associated costs incurred in returning to work and the subsequent return to annual leave. The costs are those in excess of costs normally incurred by the employee in travelling daily to and from work.

The reimbursement of costs associated with the returning to annual leave would only apply when the period of leave was deemed to be continuous other than for the interruption to return to work.

Claims for reimbursement of travel and other associated costs must be accompanied by receipts and any other form of documentation which would be appropriate to support the claim.

- (iii) An employee, on returning to work in response to an employer instigated request, is to be re-credited with one day's annual leave for each day or part day the employee is at work. The employee will be entitled to use the additional re-credited day or days in addition to the unused portion of approved annual leave (which the employee would have taken except for the interruption by returning to work) immediately upon the finishing of the period for which the employee was recalled to work.

PROVIDED that an employee may elect to take the balance of unused leave and re-credited days at a later date.

(l) Single Day Annual Leave

The employer and the majority of employees may agree to establish a system of single day annual leave absences provided that:

- (i) Where agreed an employee may take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed.
- (ii) An employee and employer may agree to defer payment of the annual leave loading on single day absences, until at least five consecutive annual leave days are taken.
- (iii) An employee or the employees may choose to request their union, to represent their interests in negotiations referred to in paragraph (i) above.
- (iv) Once a decision has been taken to introduce a system of single day annual leave, the terms must be set out in the time and wages records.
- (v) An employer must record these short term annual leave arrangements in the time and wages records.

14. BUDDY SHIFT/ORIENTATION SHIFT/PRECEPTOR ALLOWANCE

- (a) Employees, other than clinical employees, required to act in a preceptor or buddy role to assist in the orientation of new employees or students/trainees are be paid an allowance of \$.50 per hour for a maximum of 3 shifts.

At the conclusion of the buddy training, the employee in receipt of the allowance may be required by the employer to complete a short assessment of the trainee on a template questionnaire supplied by the employer.

- (b) A clinical employee required to act in a preceptor role approved by the employer is to be paid an allowance of \$4.00 per hour for all time spent acting in that role.

Where the employer requires an employee to act as a preceptor the employer is to pay all course fees and provide time off on full pay for the clinical employee to attend the preceptor course.

15. CALL ARRANGEMENTS

- (a) Allowance for being on call
 - (i) The allowance rate for being on call shall be \$2.50 per hour with a minimum payment per day or shift of \$20 for the day or shift.
- (b) Call back
 - (i) Except where otherwise specifically provided an employee recalled to work after leaving their workplace (whether notified before or after leaving the workplace) will be paid at the appropriate overtime rate in accordance with the Overtime Clause in this Agreement.
 - (ii) Where an employee is recalled to work and the payment at overtime rates described in subclause (a) above does not equal or exceed four hours pay, the employee will be paid four hours pay.
 - (iii) Where an employee is recalled to work a second time, and the recall is within the hours for which payment is already due under subclause (a) above, the time worked in the first and second recall will be combined for the purposes of calculating the payment due and will be calculated in accordance with subclause (b) above.
 - (iv) Where an employee is recalled to work a second time, and the recall is outside the hours for which payment is already due under subclause (b), the employee will be paid at the appropriate overtime rate in accordance with the Overtime Clause in this Agreement. However, where the payment does not equal or exceed four hours pay, then the employee will be paid four hours pay.
 - (v) Where an employee is recalled to work a third and subsequent time, payment will be paid at the appropriate overtime rate in accordance with the Overtime Clause in this Agreement. However, where the payment does not equal or exceed three hours pay, then the employee will be paid three hours pay.

(vi) Time reasonably spent in getting to and from work will be regarded as time worked.

(vii) An employee who is recalled to work within two hours of their normal starting time will be paid at the overtime rate in accordance with the Overtime Clause in this Agreement. However, where the payment does not equal or exceed three hours pay, then the employee will be paid three hours pay.

(c) Close Call

For the purposes of this clause 'Close Call' means clinical employee required to be on call for duty and not allowed to leave the workplace.

(i) A clinical employee may be required by the employer to remain on close call.

(ii) An clinical employee required to remain on close call shall-

(1) If not required to commence work be paid a minimum payment equivalent to six hours at the employee's relevant rate; or

(2) If required to commence work be paid at the relevant overtime rate, provided that such payment shall not be less than the minimum payment specified in the Overtime clause in this Agreement.

16. COMMUNITY SERVICE LEAVE

(a) An employee who is a registered volunteer in a specified emergency service organisation and attends an emergency response situation, or is involved in a voluntary emergency management activity during normal working hours may be entitled to a maximum of 3 days paid leave per annum on application to the Employer.

(b) Community Service Leave arrangements apply in respect to employees who are registered volunteers with the following emergency service organisations:

- Tasmania Fire Service;
- Tasmanian Ambulance Service; and
- State Emergency Service.
- Other emergency service consistent with the NES definition.

(c) The leave applies where a registered volunteer is requested to respond to an emergency situation involving volunteer assistance during normal working hours. Regular rostered activities/events or training are not included.

- (d) The employer will grant approval or an employee to be absent from duty so the employee can assist with an emergency situation, providing the following conditions are met:
- (i) the employee has informed the management and their direct supervisor as soon as practicable regarding the requirement for the absence and its likely length;
 - (ii) the employee is able without undue disruption to the operational requirements of the organisation to be released to assist in responding to the emergency; and
 - (iii) if required by the employer, the employee can obtain from the relevant emergency organisation proof of the request for and duration of the attendance in response to the emergency situation.

The employer will not unreasonably refuse a request of absence to attend an emergency situation.

- (e) When an employee has attended and rendered assistance as a volunteer in response to an emergency situation, the following leave and related arrangements will apply:
- (i) the attendance will not affect entitlements for leave accruals and related benefits;
 - (ii) an injury sustained by the employee whilst attending a emergency situation will not form the basis of a claim against the employer; and
 - (iii) the return to normal work duties by the employee should be as soon as practicable following the completion of functions associated with the emergency situation including, where relevant, debriefing or counselling. Furthermore, the timing of the return to work should be managed consistent with appropriate health and safety considerations such as the fatigue status of the employee.
- (f) Subject to the following, absence from normal duties as a result of approved Community Service Leave will not affect the fortnightly salary of the employee:
- (i) Any employee who receives payment in compensation for lost wages as a result of providing volunteer assistance in an emergency situation whilst on paid Community Service Leave, must produce to the employer documentation showing the amount the employee has received for compensation of loss of wages.
 - (ii) On production of the required documentation, the employee will receive their fortnightly gross wage minus the amount received in (i) above. All superannuation normally paid by the employer in a normal

pay period, including salary sacrifice and the Superannuation Guarantee Contribution will remain the same as if the employee had been at work.

17. COMPASSIONATE/BEREAVEMENT LEAVE

- (a) An employee is entitled to 3 days of compassionate leave for each occasion (a 'permissible occasion') when a member of the employee's immediate family, or a member of the employee's household:
 - (i) Contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) Sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) Dies
- (b) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) To spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury referred to in clause 17 (a); or
 - (ii) After the death of the member of the employee's immediate family or household referred to in clause 17 (a)
- (c) An employee may take compassionate leave for a particular permissible occasion as:
 - (i) A single continuous 3 day period; or
 - (ii) 3 separate periods of 1 day each; or
 - (iii) Any separate periods to which the employee and his or her employee agree.
- (d) If the permissible occasion as described in clause 17 (a) is the development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (e) If an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

- (f) An employee is to give the employer notice of taking leave under this clause. The notice is to be given to the employer as soon as practicable (which may be a time after the leave has started) and the notice shall advise the employer of period, or expected period, of the leave.

18. CONSULTATION

Where the Employer proposes a change that may result in the termination of the employment of an Employee or any other significant effect on an Employee, the Employer will notify the Employee/s concerned in writing regarding the details of the proposed change, the reasons for the change and the possible effect on employment. The Employer will meet with the employee/s to discuss the proposed change and any proposals that may mitigate the effects of the proposed change. The Employee/s may bring a representative including a union representative to any meeting. The Employee/s will be advised of this in writing by the Employer prior to the meeting.

For the purposes of this clause a 'significant effect' includes but is not limited to;

- A reduction in hours and/or remuneration
- Changes to an Employee's classification, position description or duties
- Relocation/redeployment to another site
- Removal of an existing amenity

19. DAYLIGHT SAVING

Upon the changeover of time as a result of daylight saving in October and March each year the following shall apply:

- (a) Employees shall be paid for actual time worked irrespective of the length of shift.
- (b) Employees paid in accordance with subclause (a) are not entitled to claim for 1 hour lost and all time worked shall be paid at applicable penalty rates.

20. ENROLLED NURSE UPGRADE TO REGISTERED NURSE

An Enrolled Nurse who completes a period of study that qualifies them to seek registration with the appropriate nurses registration body shall, if they wish to continue in employment with the employer, be transferred to a position as a registered nurse if the employer has such a position available and if the employee is suitable for the position.

Where such a position is available with the equivalent hours to match the employee's hours prior to transfer the employee will transfer at their current hours of work.

An Enrolled Nurses commencing as a Registered Nurse is to be paid as a Registered Nurse Level 1 year 3 Registered Nurse for their first year of service.

21. EXCESSIVE WORKLOADS

The parties to this agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employee/s and the quality of resident care.

To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied;

- (a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate explore solutions.
- (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for discussion
- (c) If a solution still cannot be identified and implemented, the matter should be referred to the Facility Manager for further discussion

22. FLEXIBILITY CLAUSE

The Employer and Employees covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement subject to it being made in accordance with the Act and Schedule 2.2 of the *Fair Work Regulations 2009*. The relevant employee may appoint a representative for the purposes of the procedures in this clause.

23. FOUL AND NAUSEOUS LINEN

Employees who work in a laundry who are required to handle foul and nauseous linen directly without the use of the appropriate hygienic bags, shall be paid an allowance of 22 cents per hour for the entire shift that hygienic bags are not available.

24. HANDOVER (CLINICAL EMPLOYEES)

Where an employer requires a clinical employee to extend the normal span of their shift to allow for a handover, a maximum of 15 minutes per shift is to be paid for the handover. This handover will be paid at the ordinary rate applying to the shift worked by the employee and not subject to overtime rates.

In the event that handovers are completed in less than 15 minutes per shift only the time worked is to be paid.

25. HIGHER DUTIES/ IN-CHARGE ALLOWANCE

- (a) An employee engaged continuously for two hours or more on duties carrying a higher rate than their ordinary classification will be paid the higher rate for the day. If the work is for less than two hours, they will be paid the higher rate for the time worked.

This will apply whether or not an employee works in accordance with a roster.

- (b) A nurse regardless of classification who, for more than half a shift, is required to assume charge of the facility where a Level 3 nurse is normally employed, is to be paid \$25 for each shift worked.

PROVIDED THAT the in-charge responsibility includes all areas of the facility including catering, domestic and care staff.

PROVIDED FURTHER THAT there is no entitlement to this payment if a registered nurse Level 3 or above is rostered for duty at the same time and in the same facility.

26. HOURS OF WORK

- (a) The ordinary hours of work for full-time employees are between the hours of 6.00am and 7.00pm, Monday to Friday and:
- (i) for administrative employees, 37.5 hours each week to be worked in five days in continuous periods of 7.5 hours each day, except for a meal break of not more than one hours duration.
 - (ii) for all other employees, 38 hours per week to be worked in five days in continuous periods of eight hours each day, except for a meal break of not more than one hours duration.

However, the spread of hours or daily hours may be altered for all or a section of employees by mutual agreement between the employer and the employee(s) in the area concerned and the relevant union. The union's agreement will not be unreasonably withheld.

Work performed, other than by agreement, prior to 6.00am and after 7.00pm will be paid at the relevant overtime rates but will be, for the purposes of this subclause, part of the employee's ordinary hours of

work where the ordinary hours of work within the period 6.00am to 7.00pm in any week, have been less than 37.5 or 38 whichever is applicable.

- (iii) by agreement in writing between an employee and the employer, an employee's ordinary hours may be extended to a maximum of 10 ordinary hours per day. Where such an arrangement is made, it may be discontinued by the employee or the employer giving the other 14 days written notice.

An arrangement in writing under this subclause must be signed by the employer and the employee with one copy provided to the employee and one copy kept on the employees employment file.

The employer will not use this subclause to reduce the number of full-time equivalent (FTE) staff employed.

An employee who wishes to enter into an arrangement under this subclause must be provided with a copy of this subclause by the employer prior to the arrangement being effective.

In the event of the arrangements contemplated by this subclause being discontinued, the employee/s will be returned to pre-existing conditions and must not suffer any loss or prejudice in employment whatsoever.

No employee (or prospective employee) will be required by the employer to work under the terms of this subclause as a condition of employment or engagement unless by agreement.

- (iv) Part-time employees (other than a rostered employee) employed to work outside the spread of hours specified in this clause will receive penalty rates of double time except on Public Holidays whereby the rate will be double time and one half.
- (b) Employees may be required to work to a roster. Where an employee is required to work ordinary hours outside the span of hours of 6.00am to 7.00pm, Monday to Friday that work must be in accordance with a roster.
 - (c) Ordinary Hours – Rostered Employees
 - (i) Where an employee is required to work in accordance with a roster, the ordinary hours of work for that employee must not exceed:
8 hours in any one day; nor
48 hours in any one week; nor
88 hours in any 14 consecutive days; nor
152 hours in any 28 day accounting period.

- (ii) By agreement in writing between an employee and the employer, an employee's ordinary hours may be extended to a maximum of 10 ordinary hours per day. Where such an arrangement is made, it may be discontinued by either the employee or the employer by giving the other 14 days (one fortnight) written notice.
- (iii) An arrangement in writing under this subclause must be signed by the employer and the employee with one copy provided to the employee and one copy kept on the employees employment file.
- (iv) The employer will not use this subclause to reduce the number of full-time equivalent (FTE) staff employed.
- (v) An employee who proposes to agree to enter into an arrangement under this subclause must be provided with a copy of this subclause by the employer prior to such arrangement being effective.
- (vi) In the event of the arrangements contemplated by this subclause being discontinued, the employee/s will be returned to pre-existing conditions and must not suffer any loss or prejudice in employment whatsoever.
- (vii) No employee (or prospective employee) will be required by the employer to work under the terms of this subclause as a condition of employment or engagement unless by agreement.

(d) Accrued Days Off

- (i) Employers will where possible structure the 38-hour week in the form of one paid day off in every two consecutive fortnightly pay periods (i.e. the 19 day month).

However, where an employer encounters operational difficulties in structuring a 19 day month, discussion may take place with the union on an alternative method of introduction. In the event of disagreement, the matter will be referred to Fair Work Australia whose decision will be final and binding. The onus in those proceedings is on the employer to prove the 19 day month creates operational difficulties.

- (ii) Accrued days off will be rostered to fall on a day of the week other than a Saturday or Sunday. The employer will endeavour to ensure that the accrued day off is rostered to fall either the day immediately before or immediately after a rostered day off.
- (iii) Where an employee is absent on leave without pay 24 minutes for each day of absence should be deducted from the accrued day off.
- (iv) Days of paid absence on holidays with pay and other paid leave will count toward the accrued day off on full pay.

- (v) Where an accrued day off falls on a holiday with pay as listed in the Holidays with Pay Clause in this Agreement, a substituted accrued day off should be taken as soon as possible.
- (vi) Holidays with pay as provided for in the Holidays with Pay Clause in this Agreement which are taken accrue towards an accrued day off.
- (vii) An employee may elect, with the consent of the employer, to take accrued days off in part day amounts.
- (viii) An employee may elect, with the consent of the employer, to accrue some or all accrued days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to the reasonable notice by the employee or the employer.
- (ix) The employer must keep accurate records of accrued days off arrangements in the wages records.

(e) Time Off in Lieu of Payment

The employer and the majority of employees may agree to establish a system of time off in lieu of overtime provided that:

- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (ii) Overtime taken as time off during ordinary time hours will be taken at the appropriate penalty rate equivalent.
- (iii) An employer will, if requested by an employee, provide payment at the relevant overtime rate in the Overtime Clause in this Agreement, for any overtime worked under this subclause where the time in lieu is not taken within four weeks of the accrual.
- (iv) An employee or the employees may choose to request their union to represent their interests in negotiations referred to in paragraph (i) above.
- (v) The employer must keep accurate records of time off in lieu arrangements in the wages records.

(f) Make-up Time

The employer and the majority of employees may agree to establish a system of make-up time provided that:

- (i) An employee may elect, with the consent of the employer, to work 'make-up time' under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours.
- (ii) A rostered employee may elect, with the consent of their employer, to work 'make up time' under which the employee takes time off during ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

An employee or the employees may choose to request their union to represent their interests in negotiations referred to in paragraph (i) above.

- (iii) The employer must keep a record of make up time arrangements in the wages records.

27. INCREASES TO ALLOWANCES

All allowances in this Agreement will be increased on 1 July each year. The amount of the increase will be the annual wage percentage increase stated in this Agreement.

28. INFLUENZA VACCINATION

The employer will pay the cost of the vaccine for annual influenza vaccinations for all employees.

29. LICENCE ALLOWANCE

An employee who is required as part of their employment to drive vehicles requiring a licence will be reimbursed the cost of the driver's annual licence fee.

30. LONG SERVICE LEAVE

Long Service Leave entitlements shall be in accordance with the Long Service Leave Act 1976, with the exception that employees shall be able to access accrued long service leave after 10 years of service rather than 15 years.

This means an employee will be entitled to access 8.6666 weeks leave after 10 years service. This will also apply to payment of a full leave entitlement to any employee who resigns after 10 years of service.

31. MEAL ALLOWANCE

(a) Meal Allowance

Where an employee is required to travel away from their usual place of employment, and are away during meal times and purchase a meal at any commercial outlet, then they will be paid a meal allowance as follows:

Breakfast	\$22.30
Lunch (or midday meal)	\$25.00
Dinner (or evening meal)	\$43.00

(b) Meal Charges

The maximum amount that an employer can charge an employee will be \$3.00 for a single course meal. No extra charge is to be made for beverages, toast, bread, butter and condiments.

32. MEAL BREAKS

- (a) All employees will receive a paid meal break of 20 minutes within their daily hours of work which is counted as time worked. The 20 minute meal break is due after 4 hours has been worked. The meal break is to be taken before no more than 6 hours of work have been completed. If the meal break is not taken in this time frame the employee is to be paid 20 minutes time at the applicable overtime rate stipulated in this agreement in addition to their normal payment for the shift. The time of taking the paid meal break can only be varied by mutual agreement between management and employees or the unions to suit different areas.
- (b) All employees who work in excess of four hours on any day will also receive an additional 30 minute meal break which is to be unpaid. The time of taking this meal break will be determined by mutual agreement between the employee and the employer.
- (c) An employee on an unpaid meal break and who is directed to work during their meal break will be paid at the rate of time and a half of the relevant wage rate for all work performed during the meal break and after until a meal break is allowed.
- (d) Where an employee on a paid meal break is interrupted during the meal break by a call to duty, the employee shall be allowed a meal break as soon as practicable for the employee to have a meal break during the remainder of his or her ordinary hours.

Provided that the circumstances where a clinical employee is interrupted during a meal break by a call to duty shall be in the case of an emergency or in situations where the work required cannot wait until after the meal break has been completed.

- (e) One (1) paid 10 minute interval (in addition to the meal breaks described at subclause (a) and (b) above) will be allowed to each employee on duty during each period of work of 7.6 hours or more. Where less than 7.6 ordinary hours are worked, employees will be allowed one paid 10 minute interval in each four hour period.
- (f) Subject to mutual agreement, such intervals described at subclause (e) may alternatively be taken as one paid 20 minute interval.

33. MODES OF EMPLOYMENT

- (a) Employees under this Agreement will be employed in one of the following categories:
 - (i) full-time;
 - (ii) part-time; or
 - (iii) casual.

At the time of engagement the employer will inform each employee whether they are employed on a full-time, part-time or casual basis. The employer will provide the employee with a Position Description detailing the duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

- (b) Full-time employees

A full-time employee is one who is engaged to work 38 hours per week or in the case of administrative employees 37 hours and 30 minutes.

- (c) Part-time employees

- (i) A part-time employee is an employee who is engaged to work less than 38 hours per week and has predictable hours of work each week.
- (ii) Before commencing employment, the employer and employee will agree in writing on the minimum amount of hours that the employee will be contracted with for their employment.
- (iii) The terms of the agreement may be varied by genuine agreement between the employer and employee and recorded in writing.

- (iv) The terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.
 - (v) Payment in respect of personal/carer's leave (where an employee has accumulated an entitlement) for a part-time employee will be on a pro rata basis made according to the number of hours the employee would have worked on the day or days on which the leave was taken so as not to reduce the employee's wage below that level which the employee would have received had the employee not been absent.
 - (vi) The minimum engagement for a part time employee is two hours.
- (d) Casual employees
- (i) A casual employee is an employee engaged as such on an hourly basis, other than as a part-time, full-time or fixed term employee, to work up to and including 38 ordinary hours per week. The work pattern will be irregular and unpredictable.
 - (ii) A casual employee will be paid per hour worked at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time employees.
 - (iii) The minimum engagement for a casual employee is two hours.
 - (iv) A clinical casual employee is not to be engaged on an established roster for a period in excess of six weeks at any one time unless they are employed to relieve a full-time or part-time employee.
 - (v) Casual employees are to be given as much notice as possible of work on shifts or days. However, cancellation of work may occur up to 12 hours prior to commencement for morning shifts and up to 6 hours prior to commencement for afternoon shifts or night shifts.

PROVIDED THAT the above notice period is a minimum and the Employer commits to give as much notice as possible in relation to the cancellation of casual work.

PROVIDED FURTHER THAT where the minimum notice described in subclause (vi) is not given the employee shall be entitled to 3 hours pay.

- (vi) A casual clinical employee who has their shift cancelled with less than the requisite notice in subclause (v) and who incurred child care fees as a result, shall on presentation of receipts to the employer, be entitled to a full reimbursement of these child care costs provided that the claim

for reimbursement must be made to the employer within 2 pay fortnights of incurring the loss.

34. NOTICE BOARDS

A Notice Board is to be made available in staff areas for the purpose of displaying union notices.

35. OVERTIME

- (a) The employer may require any employee to work reasonable overtime. No overtime may be worked without prior approval of the employer.

An employee may decline to work overtime if it would result in the employee working hours which are unreasonable having regard to:

- (i) any risk to the employee's health and safety;
- (ii) the employee's personal circumstances including family responsibilities;
- (iii) the needs of the employer.
- (iv) the notice (if any) given by the employer of the requirement to work overtime and by the employee of his or her intention to refuse it; and
- (v) any other relevant matter.

For the purposes of this clause overtime means:

- (i) Work in excess of eight hours per day except where ordinary hours are extended in accordance with the Hours of Work Clause in this Agreement, in which case it is hours in excess of 10 hours per day.
- (ii) Work in excess of 38 hours per week except where an employee receives an accrued day off in accordance with the Hours of Work Clause in this Agreement, in which case it is hours in excess of 40 hours per week.
- (iii) Work outside the span or ordinary hours 6.00am to 7.00pm except where agreement is reached in accordance with the Hours of Work Clause in this Agreement.

- (iv) For a part-time or casual employee who works on a roster, and where they are instructed to undertake work outside the roster, they will be entitled to overtime payments for such time worked.
- (b) For all time worked in accordance with subclause (a) above the following overtime rates will be paid:
 - (i) Double time for all overtime. However, overtime does not apply where arrangements for a swap of hours have been made between two or more employees at their own instigation.
 - (ii) Public Holidays - double time and one half.
 - (iii) Each days overtime will stand alone.
- (c) Unless the period of overtime is one and a half hours or less, an employee before starting overtime will be allowed a paid meal break of 20 minutes paid at ordinary rates. An employer and an employee may agree to any variation of this provision to meet the circumstances of the work. No employee will be required to work more than five hours without a meal break.
- (d) An employee required to work for more than two hours without being notified on the previous day or earlier that they will be required to work overtime, will either be supplied with a meal by the employer or be paid \$15.00.
- (e) The allowances provided for in this Agreement, except for Post Graduate Allowance must not be taken into consideration in the calculation of overtime payments.
- (f) The calculation of the overtime payments provided for in this clause for an employee in receipt of a loading in lieu of sick leave, annual leave and holidays with pay will be based upon the relevant wage rate contained in this Agreement.
- (g) Where there is agreement between the employer and the employee, time off in lieu of overtime may be taken at the penalty rate equivalent. Where an agreement is made to take time off in lieu of overtime, the agreement may be concluded by agreement or at the request of either the employer or the employee.

Before entering into an Agreement under this subclause, the employee has the right to consult their union.

- (h) Eight Hour Break after overtime
 - (i) An employee (other than a casual employee) who works so much overtime between the end of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least eight consecutive hours off duty between

those time, will, subject to this clause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during hours off duty.

- (ii) If on the instructions of the employer the employee resumes or continues work without having had eight consecutive hours off duty the will be paid at double time rates until released from duty for such period, and will then be entitled to be absent until they have eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (iii) When overtime work is necessary it will, wherever reasonably practicable, be arranged so that employees have at least eight consecutive hours off duty between the work of successive days.

Directors of Nursing

- (i) Directors of Nursing shall not be entitled to receive payment for overtime.
- (ii) Provided always that where, in the opinion of the employer the circumstances so require, Directors of Nursing who work overtime on rostered nursing duties in excess of their ordinary duties as Director of Nursing shall be entitled to receive overtime payment at the maximum overtime rate applicable to an employee classified as a Registered Nurse for all time worked on such nursing duties.

36. PARENTAL LEAVE AND RELATED ENTITLEMENTS

- (a) The parties to this Agreement note that the Australian Government has introduced a comprehensive Paid Parental Leave (PPL) scheme for new parents who are the primary carers of a child born or adopted on or after 1 January 2011. The scheme is governed by the Paid Parental Leave Act 2010 and the provisions of that Act apply to the parties to this Agreement.

An eligible employee will receive taxable PPL payments at the level of the Federal Minimum Wage, for a maximum period of 18 weeks.

In most cases, the employee will receive the payment through their employer.

To be eligible for the PPL scheme, the primary carer (usually the mother) must be in paid work and have:

- been engaged in continuous work for at least 10 of the 13 months prior to the expected birth or adoption of the child; and

- undertaken at least 330 hours of paid work in the 10 month period (an average of around one day of paid work a week).

The eligibility to 18 weeks PPL is in addition to any entitlements an employee under this Agreement is entitled to under the Parental Leave (birth related leave and adoption related leave) provisions contained in the National Employment Standards (NES) (Division 5 – Parental Leave and Related Entitlements).

As provided for in the NES, an employee is entitled to a further period of 12 months unpaid parental leave if they have or will have responsibility for the care of the child.

Employees may make an election as to whether to receive payment through the PPL or the Federal Government's Baby Bonus Scheme. The Paid Parental Leave Act 2010 prevents an employee from obtaining payment for both the PPL and the Baby Bonus scheme.

In addition to entitlements in the PPL scheme and Parental Leave provisions contained in the NES, the employer will pay superannuation payments on the paid component of the PPL at the same rate for superannuation payments for other employment.

- (b) In addition to entitlements under the PPL described in subclause (a) a female clinical employee is entitled to fourteen weeks (or alternatively 28 weeks at half pay) paid parental leave at their ordinary rate of pay. A male clinical employee is entitled to one week's paternity leave at the ordinary rate. Provided that in the case of a male employee all accrued leave and long service leave shall not be unreasonably refused in conjunction with the 1 week paid paternity leave.

37. PAYMENT OF WAGES

- (a) Wages will be paid fortnightly. Once a pay day is established, that pay day shall not be changed without consultation with employees and the giving of at least one months notice.
- (b) Wages will be paid by electronic funds transfer into the bank or financial institution account nominated by the employee.
- (c) When a public holiday falls on a normal pay day wages shall be paid on the last working day prior to the public holiday.
- (d) Deduction of moneys
 - (i) Upon authorisation by an employee, the employer shall deduct monies from the employee's salary for payment of medical benefits, union subscriptions and other regular deductions.

(e) Late payment of wages

Payment during waiting time for late wages

- (i) Except in circumstances beyond the control of the employer and subject to subclause 37 (f) an employee kept waiting for wages on the normal pay day after the usual time for ceasing work for more than a quarter of an hour shall be paid at overtime rates after that quarter of an hour with a minimum payment for a quarter of an hour and payment shall continue on that day until advised that payment will not be forthcoming on that day.
- (ii) Further, such payment at overtime rates shall continue during all ordinary hours of work on each succeeding day or days, including rostered days off, up to a maximum of 7.6 hours per day, until such time as payment is affected.
- (iii) Provided that, in no circumstances will the aggregate of ordinary time wages, and overtime penalty for waiting time on any day exceed 2.5 times the ordinary rate of salary.
- (iv) For the purposes of this clause the ordinary rates shall be exclusive of premiums, loadings or penalties.

(f) Agreed alternative arrangements - no penalty to apply

Subject to subclause 37(g), the provisions of subclause 37(e) shall have no effect in circumstances whereby payment cannot be effected on pay day but the employer and employee agree to an alternative arrangement for payment.

(g) Alternative arrangement broken - penalty to apply

Should however, the employer fail to discharge payment in accordance with the terms of the alternatively agreed arrangement, as provided in subclause 37(e) the employee shall be deemed to have been kept waiting for payment since pay day and shall thereby be entitled to payment in accordance with subclause 37(e) until such time as payment is effected.

(h) Allowances not taken into account

- (i) Allowances prescribed by this award other than higher duties allowance, certificate and/or diploma allowance shall not be taken into account in the compilation of overtime and penalty rates prescribed herein.

Notwithstanding the foregoing, the loading payable to casual employees per week shall be taken into account before calculating

penalty rates payable for weekend and public holiday shifts, but shall not be taken into account when calculating overtime payments.

- (i) Payment on termination
 - (i) Where employment is terminated summarily or on the giving of the prescribed notice all moneys owing shall, where practical, be paid to the employee on termination.
 - (ii) If payment on termination is not practical the employer shall, on the next working day of the pay office send to the employee's recorded home address all moneys due by registered post, or, if agreed between the employer and employee, the employer shall make the moneys available at a nominated location.
 - (iii) Except in circumstances beyond the employer's control if the money is not posted within that time, or is not available at the nominated location, then any time spent waiting after the date of termination shall be paid for at ordinary rates up to a maximum of 7.6 hours per day for each day that they are deemed to be kept waiting and shall continue until such time as payment is affected.

Provided further that no waiting time is payable where the employee nominates to pick up his/her moneys at a location and then does not report to pick up those moneys.

38. PAY SLIPS

That in addition to the requirements under the Fair Work Act 2009 the employer will at regular intervals include the amount of Annual and Personal Leave accrued on employees' payslips.

39. PERSONAL LEAVE

Unless specifically stated, the provisions of this clause apply to an employee, other than one engaged as a casual or part-time employee in receipt of a loading in lieu of an entitlement to paid leave.

- (a) Amount of Paid Personal Leave
 - (i) Paid personal leave is available to an employee, when they are absent:
 - (1) due to personal illness or injury; or
 - (2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's

care and support or who requires care due to an unexpected emergency.

- (ii) A full-time is entitled in any one year (whether in the employ of one employer or of several) to leave in excess of 152 hours in the case of those employees whose full-time hours are 38 per week or 150 hours in the case of those employees whose full-time hours are 37.5 per week (20 working days), provided that in the first year of service an employee will only be entitled to 12.5 hours for each completed month of service in the case of 37.5-hour week employee, and 12 hours 40 minutes for each completed month of service in the case of 38-hour week employees.

(b) Employee Must Give Notice

An employee must within 24 hours of the commencement of such absence, inform the employer of their inability to attend for duty, and, as far as practicable state the nature of the injury or illness and the estimated duration of the absence.

(c) Evidence Supporting Personal Leave Claim

It is recognised that the requirement for staff to provide medical certificates for short periods of sick leave is an inefficient and expensive practice, which places undue burden on an already overburdened Health System.

- (i) An employee shall prove to the satisfaction of the employer that he/she was unable, on account of such illness or injury, to attend for duty on that day or days on which leave is claimed.
- (ii) If an employee is directed by the employer to remain at home after a specific illness, however an employee has received a clearance to return to work from a health professional, no loss of remuneration or personal leave will occur against the employee.
- (iii) Employees shall be allowed three single days of sick leave per fiscal year without certification or statutory declaration and those days may be taken at any time including either side of days off or ADOs. The provision may include up to 2 consecutive days.
- (iv) Statutory Declarations may be used in lieu of medical certificates for access to certified sick and family leave.
- (v) In the event of an outbreak of an infectious nature at the facility, where staff are directed to not attend the workplace, staff will not be required to produce a medical certificate.
- (vi) Certification from other health professionals e.g. physio, osteopath, chiropractor, dentist etc. will be accepted as proof of illness or injury.

(d) Accumulation of Personal Leave

If the full period of personal leave, as provided for in subclause (a)(ii) above is not taken in any year, the amount of untaken personal leave will accrue from year to year without limitation.

(e) Personal Leave and Infectious Diseases

In addition to other leave entitlements under this Clause, an employee who contracts an infectious disease and/or who, on examination, reveals a changed Mantoux reaction in the course of his/her duties, and same having been certified to by a medical practitioner approved by the employer, will receive full pay during the period of duty up to but not exceeding 12 weeks, and during this time will be regarded as remaining in the employ of the employer for the purposes of the *Workers Rehabilitation and Compensation Act 1988*.

(f) Personal Leave during Annual Leave

An employee, who is certified as unfit for duty because of personal illness by a medical practitioner approved by the employer during a period of annual leave, will be given credit for the time so certified and the paid annual leave will be extended by the number of days that the employee has been so certified as unfit for duty.

(g) Personal Leave and Workers' Compensation

(i) An employee who falls sick by reason of his/her work will, subject to the recommendation of a medical practitioner, be paid wages not less than that prescribed by the *Workers Rehabilitation and Compensation Act 1988*.

(ii) An employee will not be entitled to paid leave of absence for any period that the employee is entitled to workers compensation.

(h) Personal Leave Year

A year for the purposes of this clause means 365 days' employment including rostered days off, holidays with pay, paid annual leave and paid personal leave.

(i) Part-Time Employees

Part-time employees who are accruing a personal leave entitlement will have their personal leave entitlement calculated in the following manner:

152 (full-time equivalent entitlement) divided by 365 (calendar days per year) multiplied by 7 (days per week) divided by 38 (full-time equivalent weekly

working hours) = 0.0767 hours personal leave entitlement for each hour worked.

Sick leave shall be granted to part-time employees on the same basis as to full-time employees except that the employee shall not, other than as prescribed by sub-clause 39 (d) above be entitled to paid leave in any one year in excess of the following:

Hours per week	Hours per annum
20 to less than 30	114
30 or more	152

Provided further that in determining the amount of leave to be accumulated for the purposes of sub-clause 39 (d) above the entitlement shall be based on the average number of hours worked in the year (less the period of sick leave taken).

In determining the amount of leave to which an employee is entitled at any time (other than leave which has been accumulated) the average hours worked per week in the preceding three months will be used, except that where an employee has less than three months' service, the period per week for which they were employed will be used.

(j) Personal Leave for Personal Injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

(k) Personal Leave to Care for an Immediate Family or Household Member

- (i) An employee is entitled to use up to 10 days personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

Leave may be taken for part of a single day.

A Clinical employee is entitled to use any accrued personal leave entitlement to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

- (ii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in paragraph (m)(i) above, beyond the

limit set out in paragraph (m)(i) above. In such circumstances, the employer and the employee will agree upon the additional amount that may be accessed.

(l) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee will agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of subclauses (c) and (d) above are met.

(m) Employees in Receipt of a Loading in lieu of Paid Leave

- (i) Subject to the evidentiary and notice requirements in subclauses (c) and (d) above, casual employees and employees in receipt of a loading in lieu of paid leave, are entitled to take unpaid leave if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (ii) The employer and the employee will agree on the period for which the employee will be entitled unpaid leave. In the absence of agreement, the employee is entitled to leave for up to two days on each occasion.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

40. POST GRADUATE QUALIFICATION ALLOWANCE

- (a) A clinical employee who holds post graduate qualifications shall be paid an allowance, in addition to wages, as follows –
 - (i) for a post graduate hospital or post graduate certificate – 4.0% of the base rate of pay;
 - (ii) for a post graduate diploma or a degree other than a nursing undergraduate degree – 6.5% of the Base Rate of Pay;
 - (iii) a masters or a doctorate – 7.5% of the Base Rate of Pay;

PROVIDED THAT an employee is entitled to payment of only one qualification allowance.

PROVIDED FURTHER THAT payment of an allowance under this sub clause is dependent upon the qualification being relevant to the employee's current area of practice, that the qualification is required by the employer and that the qualification is used in the performance of the employee's work.

- (b) A post graduate qualification allowance paid in accordance with this sub clause shall be taken into account in calculating overtime and annual leave payments.

41. POST GRADUATE TRAINING

A clinical employee whilst undertaking post diploma or graduate training is to be paid the employee's existing wage rate and is to be entitled to normal incremental progression.

42. PROFESSIONAL DEVELOPMENT AND STUDY LEAVE

All full time employees shall be entitled to three (3) days paid conference/seminar leave per annum (pro rata for part time).

Professional development and study leave may be taken to attend health/aged care related conferences/seminars or for undertaking work related study leave.

Employees will be entitled to meal and travel allowances, as provided for under the 'Meal and Travel Allowances' clause in this agreement where a conference/seminar is held away from their usual place of employment or residence.

43. PROTECTIVE CLOTHING AND SAFETY REQUIREMENTS

- (a) The employer shall provide where necessary, suitable protective clothing for the employees. An employee who is pursuant to this subclause, supplied with protective clothing, shall wear such clothing in such a way as to achieve the purpose for which it is supplied.
- (b) The employer shall maintain at its own expense full and sufficient supplies of safety appliances, such as rubber gloves, disinfectants or other materials required to be used in the course of the employees duties.
- (c) If rubber gloves, special clothing or safety equipment is not supplied by the employer but is required for work performed by an employee, the employer must reimburse the employee for the cost of purchasing such special clothing or safety equipment.

- (d) An employee who is required, in accordance with this clause, to use the safety equipment provided by the employer shall use them for the purpose they were intended.
- (e) Compensation to the extent of the damage sustained shall be made where, in the course of the work, an employee's clothing is damaged, destroyed by fire or the use of corrosive substances.

44. PUBLIC HOLIDAYS

Public holidays are provided for in the NES.

Public Holidays are listed under the Tasmanian *Statutory Holiday's Act 2000* and include the following days that are generally observed: New Year's day, Australia day, Eight Hours day, ANZAC Day, Good Friday, Easter Monday, Sovereign's Birthday, Christmas Day and Boxing Day, Recreation Day, Launceston Show Day as well as any day that is made a public holiday in lieu of or additional to these days.

Payment for working on a public holiday

(a) Full-time day workers

A full-time employee who works their ordinary hours Monday to Friday and starts between 6.00 am and 10.00 am will, in addition to their ordinary pay for work performed on a public holiday, elect to receive one of the following:

- (i) payment of an additional sum equal to 150% for hours worked; or
- (ii) have the same number of hours worked added to their annual leave with entitlement to the applicable annual leave loading of 17.5% on all hours accrued under this clause.

- The election in clauses (i) and (ii) above will be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer.
- A full-time employee who does not work on a public holiday will be paid their ordinary pay for that day.
- Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

(b) Part-time employees

- (i) A part-time employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.
- (ii) A part-time employee will, in addition to their ordinary pay for work performed on a public holiday, elect to receive one of the following:
 - payment of an additional sum equal to 150% for hours worked; or
 - have the same number of hours worked added to their annual leave with entitlement to the applicable annual leave loading of 17.5% on all hours accrued under this clause.
- (iii) The election in clause(i) above will be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer.
- (iv) A part-time employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day.
- (v) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

(c) Casual employees

- (i) A casual employee will be paid only for those public holidays they work at the total rate of 250% for hours worked.
- (ii) Payments under clause (b)(i) above are instead of and replace any casual loading otherwise payable under this award.
- (iii) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

45. REDUNDANCY PROVISIONS

- (a) The parties agree that it is not desirable to lose the services of staff members through redundancy. It is the parties preferred option to seek redeployment and retraining opportunities within the organisation should the occasion arise.
- (b) Commitment to consult

The parties to this Agreement recognise that redundancy, when it occurs, is both sensitive and traumatic and needs to be handled in a delicate manner.

Where the employer believes that it may be necessary to make one or more positions within the enterprise redundant, or reduce or alter hours that causes a loss of employee's income, the employer agrees to immediately notify the union and to commence a process of ongoing consultation in accordance with Clause 8 of this Agreement.

(c) Redeployment and Retraining

In the event of a position being made redundant, or an employee's hours are reduced or altered which causes a loss of an employee's income, the following shall apply:

- (i) The employer will actively explore all internal redeployment opportunities for staff surplus to requirements.
- (ii) A staff member seeking redeployment may be retrained for an available position on condition that the staff member can demonstrate that he or she possesses the necessary capacity for that position.
- (iii) Where retraining is required, the employer will provide and pay for any training which the employer deems necessary for the staff member to perform the duties of the position to which the staff member is being redeployed. The employee will be entitled to undertake this training during work time.
- (iv) All reasonable attempts will be made to ensure that a staff member's area of choice, hours of work, previous employment classification and previous roster patterns are met.

(d) Notice of Redundancy

The employer undertakes to provide the maximum possible notice of the need to make a position(s) redundant or reduce or alter hours which causes a loss of employees income. In all cases however, the minimum period of notice for employees subject to termination or reduction or alteration of hours which causes a loss of employees income, will be as follows:

The required period of notice in the event that a position is made redundant or hours are reduced or altered to cause a loss of employee's income is four weeks.

The required notice period will be increased by one (1) week if the employee is over 45 years of age at the time of termination.

(e) Redundancy

In the event that it is necessary for the employer to make a position(s) redundant, or reduce or alter hours which causes a loss of employees income,

the employer will, in the first instance, seek expressions of interest from all staff, in volunteering for a redundancy package.

In assessing applications for voluntary redundancy, the parties acknowledge that the employer will take into account the skill and operational requirements of the enterprise.

In normal circumstances involuntary redundancies will only be considered where there are no, or insufficient volunteers from existing staff. However, the parties accept that in assessing applications for voluntary redundancy, either as a result of a position(s) being redundant or through the reduction or alteration of a position(s) hours which causes a loss of an employees income, the employer will be entitled to take into account the operational requirements of the business. The employer shall consult with the union where the employer rejects an application for voluntary redundancy in favour of an involuntary redundancy

(f) Redundancy Package

(i) Where redeployment or retraining opportunities are not available, the separation package to be paid to redundant staff is as follows:

- (1) Four (4) weeks pay in lieu of notice
- (2) Two (2) weeks pay for each year of service or part thereof, provided that where this results in a payment that is less than the NES the NES provision will apply
- (3) Full payment of all accrued annual leave entitlements including leave loading
- (4) Payment of pro-rata long service leave after five (5) years of continuous service for Clinical employees.
- (5) Payment of pro-rata long service leave after seven (7) years of continuous service for all other employees.
- (6) The required notice period will be increased by one (1) week if the employee is over 45 years of age at the time of termination and has completed 2 years continuous service with the employer.

(ii) Where an employee is not offered similar hours or hours are altered (other than by a normal change of roster in accordance with the Award) which causes a loss of income the employer will pay a partial redundancy to such employees as are adversely affected as follows:

Redundancy payment = existing weekly rate – new weekly rate x 2 x years of service and pro rata to 2.5 weeks for any uncompleted year of service.

- (iii) A weeks pay shall mean:
- (1) the hours worked per week as averaged over the previous three months, excluding any period of leave or other extraordinary absence such as leave without pay, paid at the ordinary rate for the classification; and
 - (2) any penalties as averaged over the previous three months, excluding any period of leave or other extraordinary absence; and
 - (3) 25% loading (where applicable); and
 - (4) any all purpose work related allowances
- (g) Time off to seek other Employment
- (i) All employees who are made redundant shall be given assistance by the employer in seeking suitable alternative employment. Such employees will be granted a minimum of one day's time off without loss of pay during each week of notice for the purpose of seeking other employment or to make arrangements for training or re-training.
 - (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (h) The employer will provide to each employee a fully detailed pay statement at the time when the offer of redundancy is made.

46. ROSTER

- (a) Employees required to work ordinary hours outside the span of hours of 6.00am to 7.00pm, Monday to Friday will work in accordance with a roster established in accordance with this clause. For the avoidance of doubt, employees who work a 'day shift' are still regarded as working in accordance with a roster.
- (b) Where a roster is established, the roster will be documented setting out clearly the names of the employees required to work on that roster, the days, dates and hours during which each employee is required to work.

- (c) (i) A roster established under this clause will be a rotating roster unless:
 - (1) The employer and all the employees to be affected agree to a non-rotating roster;
 - (2) The employer directs an employee(s) to work in accordance with a non-rotating roster.
- (ii) In circumstances where a non-rotating roster has been established in accordance with subparagraph (i)(1) above, the non-rotating roster will not be changed to a rotating roster unless the employer and the majority of employees affected agree.
- (d) A roster established in accordance with this clause, whether rotating or non-rotating, will:
 - (i) Not require an employee to work more than eight hours each day subject to agreement being reached or in accordance with the Hours of Work Clause in this Agreement;
 - (ii) Provide for not more than eight days to be worked in any nine consecutive days;
 - (iii) Not be changed until after four weeks' notice or in the case of an individual employee will not be changed except on one weeks' notice of such change or the payment of two weeks' pay in lieu of notice in accordance with the employees previous roster;
 - (iv) Provide for a minimum of two consecutive days off each week except where, by mutual agreement between the employer, the employee(s) concerned and the employees union, alternative arrangements are made;
 - (v) Clearly stipulate a 28 day accounting period which will include an accrued day off in addition to eight rostered days off;

Employees engaged to provide relief on accrued days off will, when providing relief, be regarded as rostered employees for all purposes of this Agreement (except additional annual leave). Rosters covering relief employees will not be required to rotate.
 - (vi) Unless agreed between the employer and a clinical employee shall not be required to start a shift unless there is a break of at least nine hours from their previous.
 - (vii) All other employees shall not be required to start a shift unless there is a break of at least eight (8) hours from their previous shift.

- (e) A rostered employee will work their eight hour day continuously and the hours will not be broken.

However, in an emergency situation the continuous hours may be broken by agreement between the employer and the employee and with the approval of the union. All work performed in excess of a spread of nine hours will be paid at the rate of double time.

- (f) Part-time employees and casual employees engaged as a rostered employee, for work outside the roster, documented in accordance with subclause (b) above, will be entitled to the provisions of this clause with the following exceptions:

- (i) Where an employee works by agreement with the employer they will not attract a penalty (other than roster loading, Saturday, Sunday and Holiday with Pay penalty) except that any time worked in excess of eight hours per day will be paid at double time except as provided in the Hours of Work Clause in this Agreement,

OR

- (ii) Where an employee is instructed to work, they are entitled to overtime payments in accordance with the Overtime Clause of this Agreement.
- (g) Where an employee working on a rotating roster is directed to work on a non-rotating roster against their express wishes, the employee will be paid 30 per cent more than their ordinary hourly rate for the whole period worked. The 30 per cent is in substitution for and not cumulative upon the roster loading.
 - (h) Where an employee is directed to work a non-rotating roster, against their express wishes, on a work pattern where the work commences between the hours of 4.00pm and 6.00am the employee will be paid 30 per cent more than their ordinary hourly rate for the whole period so worked. The 30 per cent is in substitution for and not cumulative upon the roster loading.

47. SATURDAY AND SUNDAY WORK - ROSTERED EMPLOYEES

- (a) Saturday Work

All rostered employees for working ordinary hours, the major portion of which falls on a Saturday, will be paid at the rate of time and one half of the employee's ordinary hourly rate for all hours worked on that day, however the rates are a substitution for and not cumulative upon the roster loading.

- (b) Sunday Work

All rostered employees for working ordinary hours, the major portion of which falls on a Sunday, will be paid at the rate of double time of the employee's ordinary hourly rate for all hours worked on that day, however the rates are a substitution for and not cumulative upon the 15 per cent roster loading.

- (c) Where work commences between 11.00pm and midnight on a Sunday the time worked before midnight will not entitle the employee to the Sunday penalty rate. However, where the employee works time before midnight on a Saturday and the time worked extends into Sunday, the time worked before midnight will be regarded as time worked on Sunday.

48. SHIFT ALLOWANCES – ROSTERED EMPLOYEE

- (a) A Rostered Employee whose shift terminates between 7.00 pm and 11.00pm shall be paid a loading of 15%.
- (b) A Rostered Employee who works part or all of their shift between 11.00 p.m. and 7.00 a.m. shall be paid a loading of 16.5% for those hours.

49. SUPERANNUATION

- (a) Superannuation legislation
 - (i) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in this Agreement covering the employee applies.
 - (ii) The rights and obligations in this clause supplement those in superannuation legislation.

- (b) Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

- (c) The employer must pay to the relevant superannuation fund a superannuation amount no later than 28 days after the end of each month.

(d) Voluntary employee contributions

- (i) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in subclause (b).
- (ii) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of one months written notice to their employer.
- (iii) The employer must pay to the relevant superannuation fund the amount authorised under paragraphs (i) or (ii) of this subclause no later than 28 days after the end of the month in which the authorised deduction was made.

(e) Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in subclause (b) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in subclause (b) and pay the amount authorised under subclauses (d)(i) or (d)(ii) to Hesta Super Fund or Health Industry Plan/Health Super(Health Employees Superannuation Trust Australia).

50. TRAVEL ALLOWANCE

- (a) Where an employee is required to travel to clients the travel time will count as time worked.
- (b) Where an employee is required to use their own vehicle to travel to clients, they will be paid a travel allowance of \$.85 per kilometre.
- (c) Where an employee is required to remain away overnight they will be paid a daily accommodation allowance of:

Accommodation	\$117.00
Incidentals	\$ 16.50

51. UNIFORMS

- (a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
- (b) Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform allowance at the rate of \$1.23 per shift or part thereof on duty or \$6.24 per week, whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week, whichever is the lesser amount.
- (c) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

52. UNION DELEGATES RIGHTS

- (a) Union delegates or elected workplace representatives, with approval of the Union and upon application in writing, shall be granted up to three days leave with pay each calendar year, non-cumulative, to:
- represent members in bargaining;
 - represent the interests of members to the employer and industrial tribunals;
 - consult with union members and other employees for whom the delegate is a bargaining representative;
 - participate in the operation of the Union;
 - attend union education;
 - address new employees about the benefits of union membership at the time that they enter employment;
 - attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace;
 - attend union annual Delegates Conference
- (b) The application to the employer must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 14 days notice of the proposed training.

- (c) The granting of leave pursuant to this clause shall be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The employer shall not use this subclause to avoid an obligation under this clause.
- (d) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- (e) Each employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.
- (f) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
- (g) An employee will be required to satisfy the employer of attendance at the course to qualify for payment of leave.
- (h) An employee granted leave pursuant to this clause shall, upon request, inform the employer of the nature of the course attended and their observations on it.
- (i) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the agreement.

53. WAGE INCREASES

The rates of pay for employees covered under this Agreement are referred to in the attached Schedules one and two.

Wage increases are:

Clinical Employees:

- 4% increase in the first full pay period from 1 December 2010
- 3.5% increase in the first full pay period from 1 July 2011
- 3.5% increase in the first full pay period from 1 July 2012
- 3.5% increase in the first full pay period from 1 July 2013

All employees including general staff:

- 3.5% increase in the first full pay period from 1 July 2011
- 3.5% increase in the first full pay period from 1 July 2012
- 3.5% increase in the first full pay period from 1 July 2013

54. WAGE RE-ENTRY

- (a) Registered nurses undertaking the re-entry to practice course are to be paid at level 1 Year 1 during their course clinical time.
- (b) Subject to subclause (a) a registered nurse is to be paid as a level 1 RN year 2 for the first year of service of 1976 hours, or two years, whichever comes first.
- (c) Following successful completion of the re-entry program all previous nursing experience is to be recognised upon proof of past experience – statement of service/group certificate etc.
- (d) Enrolled nurses undertaking the re-entry to practice course are to be paid at enrolled nurse 1st year of service during course clinical time.
- (e) Subject to subclause (d) an Enrolled Nurse is to be paid at enrolled nurse second year of service for the first year of service of 1976 hours, or two years, whichever comes first.
- (f) Following successful completion of the re-entry program all previous nursing experience is to be recognised upon proof of past experience – statement of service/group certificate etc.

55. FUTURE NEGOTIATIONS

- (a) The employer agrees to commence negotiations with the Australian Nursing Federation and Health Services Union for a new collective agreement to succeed this agreement at least 3 months before the nominal expiry date of this agreement with the intention of concluding these negotiations prior to the nominal expiry date.
- (b) Before submitting a variation, termination or replacement agreement for the approval of the employees covered by the agreement, the employer will negotiate in good faith with the Australian Nursing Federation and Health Services Union.
- (c) Should negotiations for a new collective agreement not be finalised prior to the nominal expiry date of this agreement, existing rates of pay and conditions will continue to be observed for all employees.

56. CONTRACT OF EMPLOYMENT

- (a) Employment of full time and part-time employees is to be by the fortnight.
- (b) Employees, other than casual employees, are entitled to be paid in respect of any week at their relevant rate as specified in this Agreement, including shift and weekend loadings where applicable, if –
 - (i) due to the act, default or order of their employer they do not work for their full number of ordinary hours; and
 - (ii) they are ready, willing and available to work their full number of ordinary hours in that week.

SIGNATORIES

FOR THE HEALTH AND COMMUNITY SERVICES UNION

This agreement is signed by Mr C Brown in his capacity as the Secretary of the Health Services Union.

Mr Brown's work address is:

11 Clare Street
NEW TOWN TAS 7008

As the Secretary of the Health Services Union, Mr Brown has the authority to sign the Agreement on behalf of employees who are members of the Health Services Union and are employed pursuant to this Agreement.

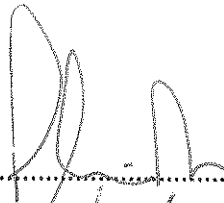
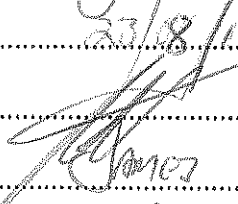
Mr Chris Brown
Secretary
Health Services Union

Date

Witnessed by (signature)

Witness name in full

Witness address


.....
23/08/12
.....

.....
James EDDINGTON
.....
11 CLARE ST
.....
NEW TOWN TAS 7008
.....

FOR AUSTRALIAN NURSING FEDERATION

This agreement is signed by Mrs Neroli Ellis in her capacity as the Branch Secretary of the Australian Nursing Federation

Mrs Ellis' work address is:

182 Macquarie Street
HOBART TAS 7000

As the Secretary of the Australian Nursing Federation (Tasmanian Branch), Mrs Ellis has the authority to sign the Agreement on behalf of employees who are members of the Australian Nursing Federation and are employed pursuant to this Agreement.

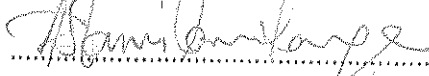
Neroli Ellis
Secretary
Australian Nursing Federation



Date

22nd August 2012

Witnessed by (signature)



Witness name in full

ANES STANKLAUS-LARGO

Witness address

47 PITCAIRN STREET
GLENORCHY TAS 7010

FOR IBIS (NO 3) PTY LTD t/as Wynyard Care Centre.

Natasha Chadwick
Managing Director

Natasha Chadwick

Date

20/8/2012

Witnessed by (signature)

Belinda Price

Witness name in full

BELINDA PRICE

Witness address

26/29 KING ST

ENFIELD. NSW

**Schedule One - Aged Care
Employees**

<u>Current</u>	<u>Rate</u>	<u>New Level</u>	<u>1/07/2011</u>	<u>1/07/2012</u>	<u>1/07/2013</u>
			3.50%	3.50%	3.50%
Service Employee - L1	15.86	Level 1 (S)	16.42	17.00	17.60
Admin Employee - Entry Level	16.21	Level 1 (A)	16.78	17.37	17.98
Service Employee - L2	16.31	Level 2 (S)	16.95	17.54	18.15
Admin Employee - L1A	16.68	Level 2 (A)	17.26	17.86	18.49
				18.10	18.73
ECA - L2	16.78	Level 3 (E)	17.49		
Service Employee - L3	16.96	Level 3 (S)	17.62	18.24	18.88
Admin Employee - L1b - 3B					
Level 1b	17.05	Level 3 (A)	17.69	18.31	18.95
Level 2a	17.26	Level 3 (A)	17.86	18.49	19.14
Level 2b	17.43	Level 3 (A)	18.04	18.67	19.32
Level 3a	17.89	Level 3 (A)	18.52	19.16	19.83
Level 3b	18.09	Level 3 (A)	18.72	19.38	20.06
ECA - L3	17.10	Level 4 (E)	17.70	18.32	18.96
Service Employee - L4	17.50	Level 4 (S)	18.11	18.74	19.40
Admin Employee - L4	18.25	Level 4 (A)	18.88	19.55	20.23
ECA - L4	17.34	Level 5 (E)	17.97	18.59	19.24
Service Employee - L5	18.37	Level 5 (S)	19.01	19.68	20.37
Admin Employee - L5	18.79	Level 5 (A)	19.45	20.13	20.83
ECA - L5 (includes leisure and lifestyle)	18.06	Level 6 (E)	18.69	19.33	20.01
Service Employee - L6	19.00	Level 6 (S)	19.67	20.36	21.07
Admin Employee - L6	19.26	Level 6 (A)	19.93	20.63	21.35
Service Employee - L7	19.55	Level 7	20.02	20.39	21.10 21.48
Service Employee - L8	19.92	Level 7	20.43	20.75	
Admin Employee - L7	20.27	Level 7	20.71	21.95	22.72

Schedule Two - Registered and Enrolled Nurses

<u>Classification</u>	<u>Hrly Rate</u>	1/12/2010	1/07/2011	1/07/2012	1/07/2013
ENROLLED NURSES		4%	3.50%	3.50%	3.50%
1st Year of Service	18.6153	19.3599	20.0375	20.7388	21.4647
2nd Year of Service	19.0096	19.7700	20.4619	21.1781	21.9193
3rd Year of Service	19.4038	20.1800	20.8863	21.6173	22.3739
4th Year of Service	19.7980	20.5899	21.3106	22.0564	22.8284
5th Year of Service	20.1933	21.0010	21.7361	22.4968	23.2842
EN L2 Medication Endorsed					
Cert Entry 1st Yr of Service	20.4934	21.3131	22.0591	22.8312	23.6303
Dip Entry 2nd Yr of Service	21.0000	21.8400	22.6044	23.3956	24.2144
REGISTERED NURSES					
RN Level 1					
1st Year of Service	20.3901	21.2057	21.9479	22.7161	23.5111
2nd Year of Service	21.3765	22.2316	23.0097	23.8150	24.6485
3rd Year of Service	22.3628	23.2573	24.0713	24.9138	25.7858
4th Year of Service	23.3486	24.2825	25.1324	26.0121	26.9225
5th Year of Service	24.3350	25.3084	26.1942	27.1110	28.0599
6th Year of Service	25.3213	26.3342	27.2558	28.2098	29.1971
7th Year of Service	26.3076	27.3599	28.3175	29.3086	30.3344
8th Year of Service	27.2935	28.3852	29.3787	30.4070	31.4712
RN Level 2					
1st Year of Service	28.2793	29.4105	30.4398	31.5052	32.6079
2nd Year of Service	28.9397	30.0973	31.1507	32.2410	33.3694
3rd Year of Service	29.5941	30.7779	31.8551	32.9700	34.1240
4th Year of Service	30.2520	31.4621	32.5633	33.7030	34.8826
RN Level 3					
1st Year of Service	31.4848	32.7442	33.8902	35.0764	36.3041
2nd Year of Service	32.2241	33.5131	34.6860	35.9000	37.1565
3rd Year of Service	32.9640	34.2826	35.4824	36.7243	38.0097
4th Year of Service	33.7034	35.0515	36.2783	37.5481	38.8623
RN Level 4					
	37.6478	39.1537	40.5241	41.9424	43.4104
Grade 1 - 0-60 beds					
Grade 2 - 61-90 beds	37.6478	39.1537	40.5241	41.9424	43.4104
Grade 3 - 91-120 beds	37.6478	39.1537	40.5241	41.9424	43.4104
Grade 4 - 121 + beds	40.5240	42.1453	43.6203	45.1471	46.7272

RN Level 5

Grade 1 - 1-30 beds	37.6478	39.1537	40.5241	40.5720	41.9920
Grade 2 - 31-60 beds	40.5243	42.1453	43.6203	43.6720	45.2005
Grade 3 - 61-90 beds	43.4008	45.1368	46.7166	46.7719	48.4089
Grade 4 - 91-120 beds	46.6872	48.5547	50.2542	50.3136	52.0746

Schedule Three - Classifications

Aged care employee—level 1

Entry level:

An employee who has less than three months' work experience in the industry and performs basic duties.

An employee at this level:

- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team; and
- requires no previous experience or training.

Indicative tasks performed at this level are:

General and administrative services	Food services
General clerk Laundry hand Cleaner Assistant gardener	Food services assistant

Aged care employee—level 2

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
General clerk/Typist (between 3 months' and less than 1 year's service) Laundry hand Cleaner Gardener (non-trade) Maintenance/Handyperson (unqualified) Driver (less than 3 ton)	Food services assistant	Personal care worker grade 1

Aged care employee—level 3

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures (non admin/clerical);
- is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);
- works under limited supervision, either individually or in a team (non admin/clerical);
- possesses sound communication and/or arithmetic skills (non admin/clerical);
- requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical); and
- In the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative tasks performed at this level are:

General and administrative Services	Food services	Personal care
General clerk/Typist (second and subsequent years of service) Receptionist Pay clerk Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate	Cook	Personal care worker grade 2 Recreational/Lifestyle activities officer (unqualified)

Aged care employee—level 4

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills; and
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.
- In the case of a Personal care worker, is required to hold a relevant Certificate III qualification.

Indicative tasks performed at this level are:

General and administrative Services	Food services	Personal care
Senior clerk Senior receptionist Maintenance/Handyperson (qualified) Driver (3 ton and over) Gardener (trade or TAFE Certificate III or above)	Senior cook (trade)	Personal care worker grade 3 Community and Home Based Care Employees.

Aged care employee—level 5

An employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may assist with supervision of others;
- requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical);
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative Services	Food services	Personal care
Secretary interpreter	Chef	Personal care worker

(unqualified)	grade 4
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Aged care employee—level 6

An employee at this level:

- is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services	Food services
Maintenance tradesperson (advanced) Gardener (advanced)	Senior chef

Aged care employee—level 7

An employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- may supervise the work of others, including work allocation, rostering and guidance;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses developed administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative Services	Food services	Personal care
Clerical supervisor Interpreter (qualified) Gardener superintendent General services supervisor	Chef /Food services supervisor	Personal care worker grade 5

CLASSIFICATIONS – REGISTERED NURSES & ENROLLED NURSES

- (1) **Student/trainee enrolled nurse** means an employee undergoing an approved training course in enrolled nursing under the provisions of the AHPRA..
- (2) **Enrolled nurse** means a nurse registered as a Health Practitioner by the AHPRA as an Enrolled Nurse (Division 2) under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010*.
- (3) **Enrolled nurse – medication-endorsed** means an enrolled nurse holding an endorsement to administer medications issued by the AHPRA and who is required by the employer to so administer medications.
- (4) **Registered nurse** means a nurse registered as a Health Practitioner by the AHPRA as a Registered Nurse (Division 1) under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010*.
- (5) **Registered nurse – Level 1** means a registered nurse who is not otherwise classified within a Level of registered nurse positions.
- (6) **Registered nurse – Level 2** means a registered nurse who is engaged as such; and –
 - (a) has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations; and
 - (b) has the ability and skills to provide guidance to Level 1 registered nurses; and
 - (c) is employed within a care unit.

Registered Nurse – Community Health/Domiciliary means a Registered Nurse employed in this setting and who is not otherwise classified.
- (7) **Registered nurse – Level 3** means a registered nurse who is engaged as such, and may be referred to as Clinical Nurse Consultant, Nurse Manager, or Staff Development Nurse.
- (8) **Registered nurse – Level 3A** means a registered nurse engaged as such who may be referred to as the evening, night or weekend supervisor, and is accountable for the overall provision of resident care and the management of resources.
- (9) **Registered nurse – Level 4** means a registered nurse who is engaged as such and may be referred to as assistant director of nursing – care, assistant director of nursing – management, or assistant director of nursing – staff development.

- (a) An Assistant Director of Nursing – Care is responsible for the formulation, co-ordination and direction of policies for nursing practice, and is accountable for the standard of nursing care in an assigned number of care units.
 - (b) An Assistant Director of Nursing – Management is responsible and accountable for management resources in an assigned number of management units.
 - (c) An Assistant Director of Nursing – Staff Development is responsible for the co-ordination, development and evaluation of post-basic education courses approved by the Nursing and midwifery Board, or staff development programs.
- (10) Registered nurse – Level 5 means a registered nurse who is engaged as director of nursing and as a member of the executive management team is responsible and accountable for the overall co-ordination of nursing.

Registered nurse ratio

- (11) The minimum number of full time equivalent nurses at level 2 are to be 25% of the registered nurse full time equivalent positions.

PROVIDED THAT positions at Level 4 and above shall not be taken into account for the purpose of calculating the ratio.

Undertaking

Matter No: AG2012/7836


Re: HACSU/ANF, WYNYARD CARE CENTRE (Synovum Care Group) NURSING AND GENERAL STAFF AGREEMENT 2012

On behalf of the Applicant: IBIS (No.3) Pty Ltd t/as Wynyard Care Centre I undertake as follows:

1. That the heading and words at s. 44(a) 'Full-time day workers' be deleted and replaced with 'Full-time employees'.

This undertaking reflects the agreed bargained position between the parties to the Agreement and is not financially detrimental to any employee.

Signed



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Natasha Chadwick

Managing Director